

RETURN DATE: FEBRUARY 23, 2021 : SUPERIOR COURT
MOSES SINGER : J.D. OF HOUSING SESSION
VS. : AT BRIDGEPORT
MARIA RUA, ET AL : JANUARY 21, 2021

COMPLAINT

1. On or about August 1, 2019, Berkshire Estates LLC, (the predecessor to Plaintiff) and the Defendants, Maria Rua, Aaron Krankall and Darrin Deegan, (hereinafter, "Defendants") entered into a written lease for the use and occupancy of the premises located at 37 Turkey Roost Road, Town of Monroe, County of Fairfield, State of Connecticut, which is a single-family property.
2. Said Lease was for an eleven (11) month term which was to run from August 1, 2019 through June 30, 2020.
3. The Defendants agreed to pay the monthly rent of \$2,450.00, payable on the first (1st) day of each month beginning August 1, 2019.
4. The Defendants took possession of the premises pursuant to the lease.
5. The Defendants breached the lease by failing to pay the rent and/or use and occupancy due for the months of October, 2019 through January, 2021.
6. On or about July 16, 2020, ownership of the property was transferred from Berkshire Estates, LLC to Plaintiff herein, Moses Singer, by virtue of a quit claim deed recorded in Volume 2093, Page 0037 of the Monroe Land Records.

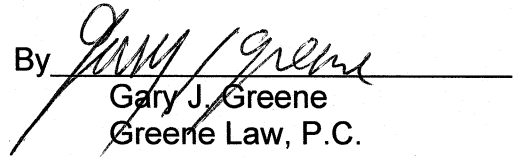
7. Moses Singer is also Member of Berkshire Estates, LLC, and assumed the property, as well as all amounts due and owing to Berkshire Estates, LLC at the time the property transferred.
8. As of the date of this complaint, Defendants owe unpaid rent and/or use and occupancy in the amount of \$27,615.00, late fees in the amount of \$3,920.00, less a security deposit of \$2,450.00 for a total amount due of \$31,535.00, plus interest, costs and attorney fees for this action, as well as attorney fees and costs for a summary process eviction action.
9. Also, as of the date of this complaint, Defendants have refused and/or neglected to vacate the property, and should they continue to occupy the property, use and occupancy will continue to accrue.
10. In addition, due to Defendants' refusal to surrender possession of the property, Plaintiff has been unable to determine the condition of the interior and specifically whether Defendants have caused damage to the property, therefore this complaint may be amended at later date if damages have indeed been incurred.
11. Demand has been made, Defendants have refused and/or neglected to pay the amount due.

WHEREFORE, the Plaintiff claims:

1. Money damages;
2. Interest;
3. Attorney fees;
4. Costs;
5. Post Judgment Interest
6. Such further and other relief as the court deems just.

PLAINTIFF
MOSES SINGER

By



Gary J. Greene
Greene Law, P.C.
11 Talcott Notch Road
Farmington, CT 06032
Its Attorney
Juris No. 428354

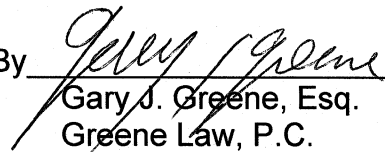
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STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than Two Thousand Five Hundred (\$2,500.00)
Dollars, exclusive of interest and costs.

PLAINTIFF
MOSES SINGER

By



Gary J. Greene, Esq.
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11 Talcott Notch Road
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Juris No. 428354
Its Attorney

**THE ATTORNEY FOR THE CREDITOR IS ATTEMPTING TO COLLECT THE ABOVE
DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT
PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR**